



REGIONAL MANAGER AGREEMENT

This Regional Manager Agreement ("Agreement") is entered into at [City of NAF Branch Office:] 6th, [State]: November by and between Broker Solutions Inc. dba New American Funding ("Company") and Gina W Spearman ("Manager" or "Loan Originator"). Company and Manager are also referred to herein individually as "Party" and collectively as "the Parties."

Recitals

A. Company is engaged in the business of originating residential mortgage loans (also referred to herein as consumer credit transactions secured by dwellings) for its borrowers pursuant to a California Residential Mortgage Lending Act license issued by the California Department of Business Oversight ("DBO"), and/or under the authority of applicable state law.

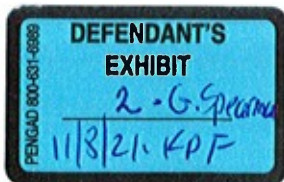
B. Company desires to employ Manager on an at-will basis to act as a Regional Manager for the primary purpose of performing the executive duties of Manager's assigned Branch, including managing Branch employees.

C. Manager may also be permitted to originate residential mortgage loans for Company's borrowers. Manager represents that he/she is duly licensed and/or endorsed to perform the activities described herein, and desires to act as Company's salesperson for the purpose of originating residential mortgage loans for Company's borrowers pursuant to the terms and conditions set forth herein.

In consideration of the mutual covenants, promises and conditions set forth below, Company and Manager agree as follows:

Article 1. Nature of Employment

1.1 At-Will. All employment by Company, including the employment of Manager, is on an at-will basis. Among other things, this means that Manager and Company both have the right to terminate Manager's employment at any time, with or without advance notice, and with or without cause. All employees, including Manager, may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of Company. Any positive comments or evaluations by Company as to Manager's performance, whether oral or written, shall in no way contradict the Parties' intent that Manager's employment and this Agreement are terminable at-will, nor shall any such comments or evaluations alter the at-will nature of Manager's employment with Company. No one other than the President or COO of Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to Company's policy of at-will employment. Any such agreement must be in writing, must be signed by the President or COO of Company and by Manager, and must express a clear and unambiguous intent to alter the at-will nature of Manager's employment relationship.





Article 2. Executive Nature of Work

2.1 Executive Duties. Manager's primary responsibility is management of the branch. Manager acknowledges that he/she is expected to spend over fifty percent (50%) of his/her time engaged managing branch employees and directing business of the branch. Manager will always supervise two or more full time employees, who jointly work an aggregate of no less than 80 hours per week. Manager understands and agrees that these duties are matters of significance to Company and that Company relies on Manager's discretion and judgment in exercising these duties.

2.2 Sales and Production Activities. Company does not require Manager to engage in sales and production activities. Manager is strictly prohibited from spending more than fifty percent (50%) of his/her time engaged in sales and/or production activities and/or any other activity which is performed by any loan officer or hourly employee (collectively "Other Duties").

Article 3. Duties of Regional Manager

3.1 Generally. Manager may originate residential mortgage loans on behalf of Company's borrowers and perform such related duties as are customary in the mortgage loan origination business or as may be required by Company from time to time. Manager agrees that he/she shall use his/her best efforts to originate such loans in accordance with the policies, procedures and specifications of Company.

3.2 License/MLO Endorsement. Manager warrants at all times during the term of his/her employment to hold, in good standing, such license(s), if any, as may be required by the state(s) in which Manager provides services under this Agreement, as well as a mortgage loan originator endorsement, or equivalent if required by the state(s) in which Manager provides services under this Agreement. Manager agrees to maintain any such required license(s) and/or endorsement(s) in good standing at all times during the term of his/her employment, and agrees to immediately inform Company of any change in his/her licensed or endorsed status. Company agrees to reimburse Manager for such required licensing fees. Manager agrees to maintain a minimum number of state licenses necessary for the origination of residential mortgage loans, as required by Company from time to time. Manager's failure to maintain such license(s) and/or endorsement(s) in good standing while employed by Company, or his/her failure to immediately advise Company of a change in his/her licensed or endorsed status, shall be cause for termination of Manager's employment.

3.4 Compliance with Law. Manager agrees during the term of this Agreement to remain apprised of and to comply with all applicable Federal Housing Administration ("FHA"), United States Veteran's Administration ("VA"), United States Department of Housing and Urban Development ("HUD"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), Appraiser Independence Requirements of FNMA and FHLMC, Federal Trade Commission ("FTC") and Nationwide Mortgage Licensing System and Registry ("NMLS") rules, regulations and instructions, including HUD Handbooks and Mortgagee Letters, pertaining to residential mortgage loan origination in effect from time to time, and to keep informed of, and to comply with, all federal, state and local laws, regulations, and/or ordinances governing the conduct of Company's business, including, but not limited to the California Residential Mortgage Lender



Law, and its implementing regulations, the California Real Estate Law, Business and Professions Code section 10000, et seq. and the Regulations of the California Department of Business Oversight ("the Real Estate Law"), the applicable laws of each state in which Regional Manager is licensed or conducts business, as well as applicable provisions of the Real Estate Settlement Procedures Act ("RESPA") and Regulation X, the Truth in Lending Act ("TILA") and Regulation Z, the Equal Credit Opportunity Act ("ECOA") and Regulation B, all applicable fair lending laws and regulations, and the Home Mortgage Disclosure Act ("HMDA") and Regulation C. Manager further agrees to comply with "Schedule 2 - Zero Tolerance With Loan Fraud Activities."

3.5 Best Efforts. Manager agrees to comply with and shall at all times faithfully and industriously perform all services, acts and other things necessary to perform his/her obligations under this Agreement, using his/her best efforts consistent with good industry practices, the long-term best interests and reputation of Company and the policies and procedures set by the management of Company.

3.6 Company's Forms and Instructions. Manager agrees to utilize all forms supplied by Company which Company determines, in its sole discretion, are necessary for the provision of the services to be performed by Manager under this Agreement. Manager further agrees to provide the services described herein in accordance with any manual and/or other training materials provided by Company and in accordance with any Company advertising or promotional material then in effect.

3.7 Markups. Manager acknowledges and agrees that he/she will not add a surcharge or mark-up to the cost of any third party settlement service when performing services under this Agreement.

3.8 Company's Name. All loans originated by Manager, and all activities performed by Manager under this Agreement, shall be completed in the name of Company, or such other name as Company may require from time to time.

3.9 Payments. All loan fees, commissions, and/or other income generated in connection with Manager's loan origination activity shall be made payable to Company.

3.10 Documents. Manager acknowledges that all documents received or prepared by Manager pertaining to the business of Company are, and shall remain, the sole property of Company.

3.11 Third Party Fees. Manager agrees to review the HUD-1 prior to the close of escrow on all loans he/she originates to confirm that payment of all third party fees including, without limitation, payment for any appraisal performed in connection with the loan, will be made through escrow.

3.12 Gratuities and Gifts. Manager shall not accept any gratuity, gift or tip from a borrower or client unless such gratuity, gift or tip is legally permissible, fully disclosed, and Manager has received the prior written consent of the President or COO of Company.

3.13 Assistants. Manager shall not hire, employ, compensate or utilize any licensed or unlicensed assistant unless approved by authorized representative of Company in writing.



3.14 Exclusivity. Manager agrees that during his/her employment with Company he/she will not render services for any third party or for Manager's own account that conflict with his/her duties to Company. Manager acknowledges and agrees that he/she will execute the Company's "Non-Disclosure Agreement Covenant Not to Compete." Manager acknowledges this is a material term of his/her employment and breach of any part of this paragraph may result in termination.

3.15 Fiduciary Duties. Manager acknowledges that Company and Manager owe fiduciary duties to Company's borrowers. Any violation of a fiduciary duty constitutes a violation of the Real Estate Law and can subject Company and/or Manager to license discipline up to and including license revocation. Manager shall not make any representation, or perform any act, during the term of his/her employment with Company which would constitute a breach of a fiduciary duty owed to a borrower including, without limitation, placing his/her economic interest ahead of the economic interest of a borrower.

3.16 Reviews. Manager shall be subject to ongoing reviews by Company of his/her performance and of the work he/she performs.

3.17 Prohibited Acts. Manager agrees that he/she will not engage in or perform any of the following acts or conduct, the violation of any one of which shall be grounds for disciplinary action, up to and including immediate termination:

- a. requiring a borrower to purchase any other thing in connection with the origination of a mortgage loan;
- b. charging a borrower an appraisal fee which exceeds the actual cost of the appraisal;
- c. originating any mortgage loan in the amount of \$30,000 or less, without Company's prior consent;
- d. taking any instrument in which blanks are left to be filled in after execution of the instrument;
- e. failing to cooperate fully with Company, the DBO or HUD, or any other governmental agency, in connection with any investigation or audit;
- f. when originating a mortgage loan, failing to take into consideration the borrower's ability to repay the loan;
- g. in connection with an FHA insured loan, agreeing to pay, or arranging to pay, any compensation in connection with the origination of a mortgage loan which is in violation of section 2-13(B) of HUD Handbook 4060.1 REV-2 which prohibits the outsourcing of administrative or clerical functions (including, without limitation, clerical assistance, loan processing, loan servicing, legal functions or quality control reviews) to a third party loan originator, real estate broker or similar entity.
- h. originating a High-Rate Mortgage Loan, as that term is defined in the Truth in Lending Act (Section 32), without the prior written consent of Company.



- i. originating a Consumer Loan, as that term is defined in California Financial Code Section 4970 et seq., (Cal 32), without the prior written consent of Company.
- j. failing to comply with Company's anti-steering procedures, as implemented pursuant to the terms of Reg. Z, and as may be in effect from time to time.
- k. any other act prohibited by law, company policy, or practice.

Article 4. Duties of Company

4.1 Company shall at all times during the term of this Agreement remain responsible for the supervision and control of Manager while he/she is performing loan origination and/or licensed activity on behalf of Company to the extent required by the Real Estate Law or applicable federal and/or state law. Such responsibility shall include the establishment of policies, rules, procedures and systems to review, oversee, inspect and manage all aspects of mortgage loan origination activity to ensure compliance with applicable federal and state law. Company shall establish a system for monitoring compliance with such policies, rules, procedures and systems.

Article 5. Compensation

5.1 Salary. Manager will be paid salary of \$1,760 bi-weekly.

5.2 Commissions/Override Bonus Manager will be eligible for Commissions and/or a monthly bonus payment based on Branch Overrides ("Override Bonus") as set forth on Schedule 1 to the Regional Manager Agreement and/or the Outside Loan Originator Agreement Exhibit A – Commission Schedule. Schedule 1 to the Regional Manager Agreement and/or the Outside Loan Originator Agreement Exhibit A – Commission Schedule may be adjusted up or down or otherwise amended by Company from time to time, in its sole discretion.

Compensation received in accordance with the provisions of Schedule 1 of the Regional Manager Agreement and/or the Outside Loan Originator Agreement Exhibit A – Commission Schedule hereto, and this Agreement, shall be paid to Manager through Company's regular payroll practices. Manager's intentional violation of Company's compensation policies shall be cause for discipline, up to and including immediate termination of Manager's employment. In the event any term of this Agreement conflicts with either Schedule 1 to the Regional Manager Agreement or the Outside Loan Originator Agreement Exhibit A – Commission Schedule or any addendums to either of these agreements, then the Schedule 1 to the Regional Manager Agreement and/or the Outside Loan Originator Agreement Exhibit A – Commission Schedule whichever is applicable, or the effective addendum to either of these agreements will control.

Article 6. Loan Originator's Benefits

6.1 Manager shall be entitled to such benefits, if any, as Company may provide from time to time to its other full time, or part time employees, as the case may be.



Article 7. Authority

7.1 Manager acknowledges and agrees that he/she has no right or authority to bind Company to any agreement, contract or undertaking without the prior written approval of Company. Only approved Cooperate Officers are authorized to bind the Company to any contracts. Manager further acknowledges and agrees that all documents received or prepared by Manager pertaining to the business of Company are, and shall remain, the property of Company. Manager shall have no authority to: (i) pledge the credit of Company or any of its employees; (ii) release or discharge any debt owing to Company; or, (iii) sell, mortgage, transfer, hypothecate or otherwise dispose of any non-inventory assets of Company.

Article 8. Advertising and Telemarketing

8.1 Advertising. Manager shall not publish, or caused to be published, any advertisement in any medium related to the services contemplated under this Agreement without the prior, written consent of Company. Manager agrees that any advertising which is thereafter circulated or distributed by Manager, or at the direction or instigation of Manager, shall comply with all applicable federal, state and local advertising laws, and any regulations or ordinances related thereto.

8.2 Telemarketing. Manager shall not engage in any telemarketing related to the services contemplated under this Agreement without the prior, written consent of Company. Manager agrees that any telemarketing which is thereafter performed by Manager, or at the direction or instigation of Manager, shall comply with all applicable federal, state and local telemarketing laws, and any regulations or ordinances related thereto.

Article 9. Loan Originator's Duties Upon Termination

9.1 Loan Files. Upon termination of Manager's employment for any reason, all loan files, whether pending or closed, shall remain with, or promptly be returned to, Company. Manager acknowledges and agrees that all such files are the sole and exclusive property of Company.

9.2 Computers/Equipment. Immediately upon the termination of Manager's employment for any reason, any and all computer hardware and other equipment loaned to Manager by Company shall be returned to Company.

Article 10. Payment of Commissions and Override Bonus Upon Termination

10.1 In the event of termination of employment for any reason including resignation, Manager shall be compensated in the manner described above for loans he/she originates which have funded up to 30 days after separation from Company less all recoverable advances and Carry-Forwards. Such commissions will be paid as soon as possible and no later than the first business day following funding.

10.2 Override Bonus is earned on the last calendar day of the month. Manager must be employed on the first and last day of month to be eligible for Override Bonus and no partial



Override Bonus will be paid for a month in the event Manager's employment terminates prior to the last day of the same month.

Article 11. Indemnification

11.1 NAF is retaining Manager as an employee of the Company, and is not acquiring or otherwise accepting any liabilities, demands, claims or causes of action that relate in any way to Manager's prior employment, business or enterprise. Should Company be named in any litigation or should any claims be made against Company for any such liabilities, demands, claims or causes of action that relate in any way to Manager's prior employment, business or enterprise, Manager agrees to indemnify and hold Company harmless from any and all such matters.

Article 12. Miscellaneous Provisions

12.1 Effective Date. The Effective Date of this Agreement shall be the date on which it is signed by both the Manager and the Managing Member of Company.

12.2 Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between Company and Manager with respect to Manager's performance of loan origination services on behalf of Company, and contains all the covenants and agreements between the Parties with respect to such services in any manner whatsoever.

12.3 Schedules to this Agreement. This Agreement includes the attached Schedules listed below:

- Schedule 1 – Regional Manager Compensation Details
- Schedule 2 – Zero Tolerance with Loan Fraud Activities
- Schedule 3 – Acknowledgment of Branch Manager Executive Requirements
- Schedule 4 – No Override During LO Guaranty Period
- Schedule 5 – Additional Manager Deductions
- Schedule 6 – Recruiting Deduction Form
- Schedule 7 – Overrides to Authorized Personnel
- Schedule 8 – Compensation Differential Schedule Team Loan Officer
- Schedule 9 – Direct Report Schedule

12.4 Governing Law. This Agreement shall be governed by and construed according to the laws of the state where the employee resides at the time of any alleged breach, without regard to its conflict of laws principles.

12.5 Captions and Section Headings. Captions and section headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

12.6 Waiver. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other provision, nor shall any waiver constitute a continuing waiver or commit a Party to providing a waiver in the future.

12.7 Survival. The covenants, agreements, representations and warranties made herein shall survive the termination of this Agreement, unless the context clearly provides otherwise.



12.8 Severability. If a court or arbitrator of competent jurisdiction finds any provision in this Agreement to be invalid, illegal, or otherwise unenforceable, that determination will not affect any other provision of this Agreement. The invalid provision will be severed from this Agreement and all remaining provisions will continue to be enforceable by their terms and of full force and effect.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by one Party to the other by facsimile transmission shall be binding upon the sending Party to the same extent as a signed original of this Agreement.

12.10 Regulatory Compliance. Company and Manager recognize the importance of full compliance at all times with all applicable state and federal laws, rules and regulations governing mortgage loan origination. Accordingly, notwithstanding anything to the contrary contained elsewhere herein, the Parties recognize and agree that Company retains the right to amend this Agreement as necessary, in its reasonable discretion, to ensure full compliance with all state and federal laws, rules and regulations. Any such amendment shall become a part of this Agreement immediately upon Manager's receipt of notice of same.

12.11 Signatures. The undersigned persons represent that they are authorized and have the legal capacity to enter into this Agreement.

Regional Manager

Dated: Nov 6, 2016

Gina W Spearman (GWS)
E-signed 2016-11-06 11:53AM EST
ginas@spearmania.com

By: *Gina W Spearman*
Gina W Spearman (Nov 6, 2016)

Gina W Spearman
(Print Name of Regional Manager)

Company

NEW AMERICAN FUNDING

Adobe Sign Transaction Number: CBJCHBCAABAAmnkSxbNE4NBmB5gF UzKsE6oeJvWwxyD

Dated: _____

By: _____

Title _____



SCHEDULE 1

REGIONAL MANAGER COMPENSATION DETAILS

See attached Schedule 1 - Regional Manager Compensation Details



SCHEDULE 2

ZERO TOLERANCE WITH LOAN FRAUD ACTIVITIES

Company is responsible for the actions of those of its employees who are engaged in the business of originating residential mortgage loans on behalf of its borrowers. Notwithstanding this responsibility, however, Manager acknowledges and agrees that he/she bears responsibility for the content and quality of each loan application taken and each loan originated by Manager.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!!!

Some Examples of Loan Fraud¹

1. Submission of inaccurate information, including false statements on loan application(s) and/or falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by Company/Manager/Interviewer/Processor, including failure to obtain all information required by the application and/or failure to request information as necessitated by borrower's response to other questions.
5. Unquestioned acceptance of information or documentation, which is known, should be known, or should be suspected to be inaccurate. For example:
 - a. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
 - b. Allowing an applicant or interested third party to assist with the processing of the loan.
6. Non-disclosure of relevant information.
7. Excessive fees or charges not disclosed.

Consequences

The effects of loan fraud are costly to all parties involved. Fraudulent loans cannot be sold in the secondary market and, if sold, may require that Company purchase those loans. Fraudulent loans damage the reputation of Company with lenders, investors and mortgage insurance providers, and expose Company to considerable risk of liability.

¹ This list is not exhaustive.



The price paid by those who participate in loan fraud is even more costly. The following is a list of a few of the potential consequences that may be incurred.

Examples of Potential Consequences to Loan Originator and/or Company²

1. Criminal prosecution.
2. Loss of professional license.
3. Loss of lender access and/or investor relationships due to exchange of information between lenders and mortgage insurance companies including submission of information to investors (e.g., FHLMC and FNMA).
4. Civil action by applicant/borrower or other parties to the transaction.
5. Loss of approval status.
6. Employment termination.

Examples of Potential Consequences to Borrower³

1. Acceleration of debt. The FNMA/FHLMC Mortgage/Deed of Trust in effect at any given time, as well as the Mortgage/Deeds of Trust of other institutional investors, provide substantially as follows: "Borrower shall also be in default if borrower, during the loan application process, gave materially false or inaccurate information or statements to lender or failed to provide lender with any material information in connection with the loan evidenced by the note, including, but not limited to, representations concerning borrower's occupancy of the property as a principal residence."

Note: A foreclosure action may not allow the borrower the benefit of reinstatement in order to cure the default. The borrower may be required to pay off the loan in full prior to the sale date of the real property security.

2. Criminal prosecution.
3. Civil action by Broker/Banker.
4. Civil action by other parties to the transaction, such as the seller or real estate agent.
5. Adverse effects on credit history.

² This list is not exhaustive.

³ This list is not exhaustive.



I HAVE READ AND UNDERSTAND COMPANY'S POLICY REGARDING LOAN FRAUD, AS SET FORTH ABOVE ON THIS SCHEDULE, AND AGREE NOT TO ENGAGE IN PROHIBITED CONDUCT AT ANY TIME WHILE EMPLOYED BY COMPANY. I UNDERSTAND THAT VIOLATION OF THIS POLICY WILL RESULT IN DISCIPLINE UP TO AND INCLUDING TERMINATION.

Date: Nov 6, 2016

Gina W Spearman

Manager – Printed Name

Gina W Spearman
Gina W Spearman (Nov 6, 2016)
Manager Signature

Gina W Spearman (GWS)
E-signed 2016-11-06 11:53AM EST
ginas@spearmania.com

Adobe Sign Transaction Number: CBJCHBCAABAAmnkSxbNE4NBmB5gFUzKsE6oeJvWwxyD



SCHEDULE 3

ACKNOWLEDGEMENT OF REGIONAL MANAGER EXECUTIVE REQUIREMENTS

I, Gina W Spearman, am employed by New American Funding (the "Company"), and understand that I have been hired as a Regional Manager for the Company.

My primary responsibility is management of the region. I will devote more than fifty percent (50%) of my working time in each month to executive duties including: managing regional employees and directing business of the region ("Executive Duties"). I understand and agree that these Executive Duties are matters of significance to Company and that Company relies on my discretion and judgment in exercising these Executive Duties.

Although I am permitted to sell Company's mortgage products and services, (assuming I have obtained all applicable MLO licenses), I understand that I am strictly prohibited from spending more than fifty percent (50%) of my time engaged in sales and/or production activities and/or any other activity which is performed by any loan officer or hourly employee (collectively "Other Duties").

In the event staffing at my Region or any other factor require me to spend fifty percent (50%) or more of my working time in a month performing Other Duties, I agree to notify Executive Management no later than the third business day of the following month.

I understand my obligation to devote more than fifty percent (50%) of working time to Executive Duties and agree that it is my sole responsibility to notify Executive Management any month when I have not engaged in Executive Duties for over fifty percent (50%) of my working time.

Dated this 6th day of November, 2016.

Gina W Spearman
Manager Signature (Nov 6/2016)

Gina W Spearman

Manager – Printed Name

Gina W Spearman (GWS)
E-signed 2016-11-06 11:53AM EST
ginas@spearmania.com

Gina W Spearman (GWS)
 E-signed 2016-11-06 11:53AM EST
 ginas@spearmania.com



Adobe Sign Transaction Number: CBJCHBCAABAAmrkSxbNE4NBmB5gFUzKsE6oeJv

SCHEDULE 1 REGIONAL MANAGER COMPENSATION DETAILS

Regional Manager Name: Gina SpearmanRegion Managed: Southeast Division

GFE/LE Application Effective Date: This Compensation Agreement is effective between Gina Spearman ("Regional Manager") and New American Funding ("NAF") for all GFE/LE Applications* taken on or after **November 1, 2016**.

Regional Manager Territory established territory identified as:

Southeast

Territories are subject to change at any time by the discretion of Executive Management.

1. Compensation

1.1 Salary – Regional Manager will be paid salary of \$1,760.00 bi-weekly. If manager holds an additional position at NAF and is provided an additional Schedule 1 with such other compensation agreement, Regional Manager will only be paid one bi-weekly salary of \$1,760.00.

1.2 Commissions – Regional Manager will be paid commissions for his/her personal Regional originations as set forth in the attached Schedule 1A – Commission Schedule subject to a reduction for the bi-weekly salary described as follows: Regional Manager's bi-weekly scheduled salary of \$1,760 will be deducted from Regional Manager's commissions earned in that same bi-weekly period. Commissions are earned on the date the loan funds. The Schedule 1A – Commission Schedule in effect on the date the initial loan application is taken in NAF's Encompass system, and not the compensation scheme in effect on the date the loan closes or funds, shall dictate the commissions amount the Regional Manager will earn for that loan.

☐ YES¹, see attached **Schedule 1A – Commission Schedule Outside Sales**

☒ NO, not applicable to this Regional Manager Schedule 1

¹ Check "YES" if this schedule is applicable for this Regional Manager Agreement. Otherwise check "NO".

Employee Initials GWS
 Revised 3/18/16

Employee's initial indicates that this page has been read and is understood in its entirety.

*GFE/LE Applications refers to the Good Faith Estimate/Loan Estimate applications.



Gina W Spearman (GWS)
E-signed 2016-11-06 11:53AM EST
ginas@spearmania.com

Gina Spearman
October 27, 2016
Schedule 1 – Regional Manager
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Adobe Sign Transaction Number: CBJCHECAABAAmkSxbNE4NBmB5gFUzKsE6oeJvA

1.3 Override Bonus – Regional Manager is eligible for a monthly bonus payment based on their direct reports production of funded loans in a calendar month ("Override Bonus"). Override Bonus is earned on the last calendar day of a month. Regional Manager must be employed and assigned as the Regional Manager of the direct reports on both the first and last day of the month to be eligible to earn Override Bonus for that branch for that month.

Override Bonus shall be paid on the 10th day of the month following the production month unless that day is a weekend or holiday, in which case Override Bonus will be paid on the following business day. When applicable, Regional Manager shall only be paid the greater of either Override Guarantee as provided for in Regional Manager's offer letter or Override Bonus as defined above. Under no circumstances will a Regional Manager be paid both the Override Guarantee and Override Bonus. The Override Bonus formula is identified below:

*[(applicable number of basis points (bps) earned in a calendar month as set forth in 1.4 and 1.4.A below and subject to the limitations of 1.4.B **MULTIPLIED BY** total volume originated by branch) **MINUS** Items listed in 1.4.C **PLUS** any applicable Override Bonus Add-On described in 1.4.D below]*

1.4 Override Bonus Calculation Table – Override Bonus payable to Regional Manager shall be calculated per the Override Bonus Calculation Table below. Loan Volume and Units funded by managed territory branches during a calendar month will receive the BPS shown in the Override Bonus Calculation Table unless specified otherwise as follows:

- Loan scenarios listed in 1.4.A will earn the bps indicated in 1.4.A
- No Override Bonus is paid on the loan scenarios listed in 1.4.B
- Override Bonus to Regional Manager will be reduced by the amounts shown in 1.4.C
- The Override Bonus to Regional Manager will also include the Override Bonus Add-on shown in 1.4.D, if indicated by 1.4.D

Total Loan Volume and Units funded by the Regional Manager's direct reports during the calendar month shall be included in the below Calculation Table except that Piggyback Junior Lien Loans, closed end second lien loans, and Secondary Market Issue loans (loans funded to refinance a bad unsalable loan) are not included:

Employee Initials GWS
Schedule 1 – Regional Manager Agreement
Revised 8/19/16

Employee's initial indicates that this page has been read and is understood in its entirety.



Gina W Spearman (GWS)
E-signed 2016-11-06 11:53AM EST
ginas@spearmania.com

Gina Spearman
October 27, 2016
Schedule 1 – Regional Manager
Page 3 of 6

Adobe Sign Transaction Number: CBJCHBCAABAAmnkSxbNE4NBmB5gFUzKsE6oeJvWw

Override Bonus Calculation Table (South East Region)	
Loan Volume and Units Originated by Territory to be split 70% to Kelly and 30% to Gina Spearman: (see 1.4.B for loans excluded from override payout) Excluding Piggyback, Jumbo, Junior Lien Loans and Secondary Market Issue Loan	25 BPS
Loan Volume and Units Originated by Branch to be split 70% to Kelly Morrison and 30% to Gina Spearman: Excluding Branch Manager loans, Piggyback Junior Lien Loans and Secondary Market Issue Loans	30 BPS
Please Review Schedule 7 For Allocations to Authorized Personnel	

Compensation Differential
Kelly and Gina are eligible to receive compensation differential not to exceed 140 BPS in total compensation on self-generated loans and house accounts as well as 75 bps maximum compensation on brokered loans compensation on all their direct reports. Kelly and Gina will split the compensation differential with 70% to Kelly and 30% to Gina. Kelly Morrison will be responsible for notifying accounting of the 70/30 split each pay period.

1.4.A The following loan scenarios will not receive the Override Bonus BPS shown in the above table but will instead will receive the BPS shown as indicated below:

- Branch Jumbo Funded Loans (Excluding Kelly Morrison): Max 20 bps (70% to Kelly Morrison and 30% to Gina Spearman, See Schedule 7 for bonus allocations)
- Loans funded by loan officer recruits placed by recruiting firm or internal Recruiting Department during the first 18 months of employment of such loan officer recruits: these loans will receive the BPS from Override Bonus Calculation Table above minus 5 bps

1.4.B No Override Bonus will be paid on the following loans:

- Regional Manager Personal Loan Production
- Brokered Loans
- Down Payment Assistance Loans / Bond Loans
- Secondary Market Issue Loans (loans fund funded to refinance a bad unsalable loan)
- Loans where the Regional Manager elects in writing to waive all override compensation on such loan.
- Piggyback Junior Lien Loans (2nd Mortgages) and Closed-end Second Lien Loans
- Loans that have a GFE/LE Application date which precedes the effective date of this Schedule 1.
- Loan Applications taken during Monetary Guaranty Period. This refers to loan applications taken by loan consultants that have been hired with a monetary guaranty of \$5000 per month or greater. If the GFE/LE application is taken during the Monetary Guaranty Period, then these loans are not eligible for an Override Bonus unless the loan consultant's commissions for any month exceed the amount of the Guaranty. Regional Manager shall

Employee Initials GWS
Schedule 1 – Regional Manager Agreement
Revised 8/19/16

Employee's initial indicates that this page has been read and is understood in its entirety.

Page 3 of 6



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E-signed 2016-11-06 11:53AM EST
ginas@spearmania.com

Gina Spearman
October 27, 2016
Schedule 1 – Regional Manager
Page 4 of 6

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notify Secondary Marketing regarding any loan that qualifies for Override Bonus as described in this paragraph. See attached Schedule 4.

☐ YES¹, see attached Schedule 4 – No Override During Guarantee Period

☒ NO, not applicable to this Area Manager Schedule 1

1.4.C The following items will be deducted from the Override Bonus calculation:

- Any portion of Regional Manager's bi-weekly salary if not already deducted from Regional Manager's Commissions as shown in Section 1.2 above.
- ASA / Desk Rental Allocation (defined as an amount representing 50% of any ASA or Desk Rental Fee. See attached Schedule 5.

☐ YES¹, see attached Schedule 5 – Additional Manager Allocations

☒ NO, not applicable to this Regional Manager Schedule 1

- Regional Manager will be reduced 5 BPS on candidates sourced by internal and external recruiters.

☐ YES¹, see attached Schedule 6 – Recruiting Allocation Form

☒ NO, not applicable to this Regional Manager Schedule 1

- Overrides to Authorized Personnel that are identified on the Overrides to Authorized Personnel Addendum if indicated below:

☐ YES¹, see attached Schedule 7 - Overrides to Authorized Personnel Addendum

☒ NO, not applicable to this Regional Manager Schedule 1

1.4.D Where applicable, Regional Manager will be paid an Override Bonus Add-On as shown on the Compensation Differential Schedule(s) if indicated below:

☐ YES², see attached Schedule 8 - Compensation Differential Schedule(s)

☒ NO, not applicable to this Regional Manager Schedule 1

¹ Check "YES" if this schedule is applicable for this Regional Manager Agreement. Otherwise check "NO".

² Check "YES" if this schedule is applicable for this Regional Manager Agreement. Otherwise check "NO".



Gina Spearman
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1.4.E Regional Manager Overrides shall be paid out on the Direct Reports of the Regional Manager as indicated below:

☐ YES¹, see attached Schedule 9 – Direct Reports Schedule

☒ NO, not applicable to this Regional Manager Schedule 1

2. Transfers

2.1 Transfer In – Compensation will commence on any licensed employee transferring into one of your designated branches effective on the GFE/LE application effective date as verified by the signed and approved employment status change form.

2.2 Transfer Out – Compensation will cease on any licensed employee transferring out of any of your designated branches effective on the GFE/LE application effective date as verified by the signed and approved employment status change form.

3. Separation or Termination.

3.1 Commissions – Regional Manager will be paid for all loans which have funded on termination and for loans originated by the Regional Manager which fund within 30 days of termination.

3.2 Override Bonus- Regional Manager must remain actively employed with New American Funding on the first and last calendar day of the month in order to be eligible to receive Override Bonus, no prorated or partial override bonuses will be authorized or permitted.

4. Modification of Compensation. Regional Manager's Compensation including but not limited to: Commissions, and Override Bonus may be restructured and/or adjusted up or down by Company, in its sole discretion. Regional Manager shall be provided notice of any adjustments as required by law.

Gina W Spearman (GWS)
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ginas@spearmania.com

Employee Initials GWS
Schedule 1 – Regional Manager Agreement
Revised 8/19/16

Employee's initial indicates that this page has been read and is understood in its entirety.

Page 5 of 6



Gina Spearman
October 27, 2016
Schedule 1 – Regional Manager
Page 6 of 6

IN WITNESS WHEREOF, the undersigned have executed this Schedule 1 document effective as of the date first set forth above.

Gina W Spearman
Gina W Spearman (Nov 6, 2016)
Employee - Signature

Nov 6, 2016

Date

Gina W Spearman
Employee – Print Name

Jan Preslo, EVP Retail Division

Date

Christy Bunce, COO

Date

Gina W Spearman (GWS)
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ginas@spearmania.com

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Employee Initials *GWS*
Schedule 1 – Regional Manager Agreement
Revised 8/19/16

Employee's initial indicates that this page has been read and is understood in its entirety.



Gina W Spearman (GWS)

E-signed 2016-11-06 11:53AM EST

ginas@spearmania.com

SCHEDULE 7

OVERRIDES TO AUTHORIZED PERSONNEL

Regional Manager Name: Gina SpearmanRegion Location: Southeast DivisionGFE/LE Application Effective Date: November 1, 2016

Purpose – This document is to be used in connection with the Schedule 1 – Regional Manager Agreement where New American Funding allows certain Authorized Personnel to receive an Override.

The below referenced are Authorized Personnel as indicated in section 1.4.C of Schedule 1 - Regional Manager Agreement. The details of the overrides to Authorized Personal are described in the payment details section below:

Effective Date	Authorized Person	Payment Details
11/01/2016	Ester Lee	Kelly and Gina have requested to allocate 5 BPS to Ester Lee on the funded builder production of the Southeast region. Kelly and Gina will be responsible for notifying the accounting department the amount to be paid.
TBD	Branch Managers	Kelly and Gina Have requested to allocate 15 BPS Branch Manager Override to any Branch Managers in the Region. 10 BPS on Jumbo Production and House Accounts. Kelly and Gina will be responsible for notifying the accounting department the amount to be paid.
11/01/2016	Keri "Nicole" Allison	Kelly and Gina have requested to allocate 5 BPS to Nicole on the funded production of the Sandy Springs branch. Kelly and Gina will be responsible for notifying the accounting department of the amount to be paid each month.
11/01/2016	Keria Nelson	Kelly and Gina have requested to allocate 1 BP each to Keria on the funded production of their region. Kelly and Gina will be responsible for notifying the accounting department of the amount to be paid each month.

Page 1 of 2

Employee Initials

Revised 9/30/15

Employee's initial indicates that this page has been read and is understood in its entirety.



Gina Spearman
 Friday, August 01, 2014
 Schedule 7 – Branch Manager
 Page 2 of 2

This Schedule 7 - Overrides to Authorized Personnel shall remain in effect unless it is both revoked in writing by the Branch Manager and it is provided to any and all affected Authorized Personnel prior the first day of the calendar month the change will go into effect. Any such modifications including but not limited to additions or subtractions from the list of Authorized Personnel and/or changes to the terms of the payments will not take effect until the following calendar month. Such changes must be submitted prior to 5:00 p.m. PST on the last business day of the calendar month prior to the effective date.

IN WITNESS WHEREOF, the undersigned have executed this two (2) page Overrides to Authorized Personnel Schedule as of the date shown below:

Gina W Spearman
Gina W Spearman (Nov 6, 2016)
 Employee - Signature

Nov 6, 2016

Date

Gina W Spearman
 Employee – Print Name

Jan Preslo, EVP Retail Division

Date

Christy Bunce, COO

Date

Gina W Spearman (GWS)
 E-signed 2016-11-06 11:53AM EST
 ginas@spearmania.com

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Employee Initials GWS
 Schedule 7 - Regional Manager Agreement
 Revised 9/30/15

Employee's initial indicates that this page has been read and is understood in its entirety.